

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

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| WELLS FARGO BANK, N.A., |) | |
| |) | Case No.: |
| Plaintiff, |) | |
| |) | Claim amount: \$124,428.30, plus |
| DOVE TRUCKING, INC. and |) | pre-judgment interest, attorneys' fees |
| PAMELA M. DOVE, |) | and costs. |
| |) | |
| Defendants. |) | |

COMPLAINT

NOW COMES Plaintiff WELLS FARGO BANK, N.A. ("Wells Fargo"), by and through its counsel, and for its Complaint against Defendants DOVE TRUCKING, INC. ("Dove Trucking") and PAMELA M. DOVE ("Dove"), states as follows:

PARTIES

1. Wells Fargo is a national bank registered under the laws of the United States with its main office located in Sioux Falls, South Dakota.

2. Dove Trucking is a Washington corporation with its principal place of business located at 13467 Drumheller Road NW, Ephrata, Washington 98823.

3. Dove is citizen of the State of Washington who resides at 11958 Wheeler Road E., Moses Lake, Washington 98837.

JURISDICTION

4. Jurisdiction is appropriate in this Court pursuant to 28 U.S.C. § 1332, as the parties are citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391 inasmuch as the contract at issue in this case between Wells Fargo and Dove Trucking provides that this Court is the appropriate venue for suit. See Exhibit 1, ¶ 14 and Lease Guaranty.

BACKGROUND

6. On or about April 30, 2019, Wells Fargo, as lessor, and Dove Trucking, as lessee, entered into Lease Agreement – \$1 Purchase Option No. XXX-XXXX836-001 (the “Lease Agreement”), for the financing of one (1) Used 2001 Kalmar DCD450-12CSG Forklift. A true and correct copy of the Lease Agreement is attached hereto as Exhibit 1.

7. To induce Wells Fargo to enter into the Lease Agreement with Dove Trucking, Dove executed a Lease Guaranty (the “Guaranty”), under which Dove guaranteed the full and prompt payment and performance of all of Dove Trucking’s obligations under the Lease Agreement. A true and correct copy of the Guaranty is located on the face of the Lease Agreement, attached hereto as Exhibit 1.

8. Under the Lease Agreement, Dove Trucking agreed to make sixty (60) monthly payments of \$3,247.20 each, plus applicable taxes.

9. Dove Trucking failed to make the payment due under the Lease Agreement.

10. Dove failed to make payment due under the Guaranty.

11. Failure to make timely payments is an Event of Default under the Lease Agreement and Guaranty. See Exhibit 1, ¶ 7.

12. Upon the occurrence of an Event of Default, Wells Fargo is entitled to seek the balance owed under the Lease Agreement, return of the equipment, repossession costs for the equipment, late fees, and attorney’s fees and court costs. See Exhibit 1, ¶ 7. Wells Fargo is further

entitled to seek prejudgment interest at the rate of five percent (5%) per annum pursuant to 815 ILCS § 205/2.

13. The remaining balance due to Wells Fargo under the Lease Agreement and Guaranty is \$124,428.30.

14. Wells Fargo demanded payment from Dove Trucking under the Lease Agreement, but Dove Trucking has failed or refused to make payment.

15. Wells Fargo demanded payment from Dove under the Guaranty, but Dove has failed or refused to make payment.

16. Wells Fargo has fulfilled all of its obligations under the Lease Agreement and Guaranty.

COUNT I - BREACH OF CONTRACT AGAINST DOVE TRUCKING, INC.

17. Wells Fargo re-alleges and re-asserts Paragraphs 1 through 16 of its Complaint as though fully set forth herein.

18. Dove Trucking defaulted under the Lease Agreement by failing and refusing to make payments when due. Therefore, Dove Trucking is indebted to Wells Fargo in the amount of \$124,428.30 under the Lease Agreement, plus late fees, prejudgment interest at the rate of five percent (5%) per annum pursuant to 815 ILCS § 205/2, and attorneys' fees and costs.

WHEREFORE, Plaintiff WELLS FARGO BANK, N.A. respectfully requests that the Court enter judgment in its favor and against Defendant DOVE TRUCKING, INC. in the amount of \$124,428.30, plus late fees, prejudgment interest at the rate of five percent (5%) per annum pursuant to 815 ILCS § 205/2, and attorneys' fees and costs, as well as all other such relief which this Court deems just.

COUNT II – BREACH OF GUARANTY
AGAINST PAMELA M. DOVE

19. Wells Fargo repeats and realleges Paragraphs 1 through 18 as though fully set forth herein.

20. Dove defaulted under the Guaranty by failing or refusing to make payments when due.

21. Because of Dove's default under the Guaranty, Dove is indebted to Wells Fargo in the amount of \$124,428.30, plus late fees, prejudgment interest at the rate of five percent (5%) per annum pursuant to 815 ILCS § 205/2, and attorneys' fees and costs.

WHEREFORE, Plaintiff WELLS FARGO BANK, N.A. respectfully requests that the Court enter judgment in its favor and against Defendant PAMELA M. DOVE in the amount of \$124,428.30, plus late fees, prejudgment interest at the rate of five percent (5%) per annum pursuant to 815 ILCS § 205/2, and attorneys' fees and costs, as well as all other such relief which this Court deems just.

WELLS FARGO BANK, N.A.,

By: /s/ Debra Devassy Babu

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